

AGREEMENT

BETWEEN

COUNTY BOARD OF JACKSON COUNTY, ILLINOIS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO**

FOR

AFFILIATED LOCAL UNION 2464

EFFECTIVE DECEMBER 1, 2013 TO NOVEMBER 30, 2017

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AGREEMENT

This Agreement is entered into by and between the County of Jackson, State of Illinois, (hereinafter referred to as the "Employer"), and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO for its Affiliated Local Union (hereinafter referred to as the "Union").

PREAMBLE

WHEREAS, the Employer recognizes the practice and procedures of collective negotiations as a fair and orderly way of conducting relations with certain of their employees insofar as such practices and procedures are appropriate to functions and obligations of the Employer to retain the right to operate the County Government effectively in a responsible and efficient manner.

WHEREAS, the employer and the Union seek to insure that County taxes are as low and services are as high as possible consistent with fair wages and working conditions for employees; and

WHEREAS, the Employer and Union desire to establish harmonious relations through a mutual process, to provide fair and equitable treatment to employees, to promote the equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, benefits, wages, hours of employment and conditions of employment, to increase the efficiency and productivity of employees of the Ambulance Service, and to provide for the prompt and equitable resolution of disputes without interruption or interference with the operation of the Ambulance Service; and

WHEREAS, all parties of this agreement mutually agree that their objective is for the good and welfare of the county, its residents and its employees alike and they will abide by the terms and conditions as hereinafter set forth and agreed upon; and that all personnel covered by this agreement will seek to maintain public trust as persons governed by high ideals of honor and integrity in all of their public conduct.

NOW, THEREFORE, In consideration of the mutual promises and agreements herein contained the parties do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of establishing wages, hours and terms and conditions of employment, for the Jackson County Ambulance Service (hereinafter referred to as JCAS) in the following classifications:

All full-time and part-time employees in the following job classifications:

Paramedic
Emergency Medical Technician
Livery Van Driver
Call Taker

All other employees of the County of Jackson are excluded including but not limited to:

Director of Ambulance Service
Shift Supervisors
Office Manager

All short-term employees, confidential employees, managerial employees and supervisor as defined by the Illinois Public Relations Act.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Management Rights

It is mutually agreed that the Employer shall have the sole right to determine the manner and extent to which the facilities and equipment it owns, operates and/or occupies shall be operated, services or employment increased or reduced including the right to plan, direct and control operations, hire, suspend, or discharge and the right to introduce new or improved methods, equipment or facilities.

It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished by the terms of this Agreement by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to:

- A. Manage its facilities and equipment and direct the working forces, including the right to evaluate, hire, promote, suspend, discipline or discharge employees;
- B. To hire and assign or to transfer employees from one position, facility or classification to another, to schedule and assign work and overtime;
- C. Lay off due to lack of work or funds or for other legitimate reasons;
- D. Promote and/or transfer employees to positions and classifications not covered by this agreement; it being understood, however, that employees may not be forced to take a position outside the bargaining unit;
- E. Make such operating changes as are deemed by the Employer necessary for the efficient and economical operation of the facilities and equipment;
- F. Maintain discipline and efficiency;
- G. Hire, promote, demote, transfer, discharge or discipline all persons in positions not covered by this agreement;
- H. Determine the type of services to be rendered, the standard of services offered, the location of work, the assignment of duties within work periods and the methods, processes, and means of operation and manner of conduct and performance of services rendered;
- I. To make, publish and enforce reasonable rules and regulations;
- J. To contract out for goods and services;
- K. To determine its mission and policies, to set forth all standards of services offered to the public and to set the amount of budget to be adopted thereto;
- L. To take any and all reasonable action as may be necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Governor of the State of Illinois, the Chairman of the Jackson County Board, the Jackson County Sheriff, the Director of Jackson County Emergency Service and Disaster Agency, or the Project Medical Director of the Jackson ALS system.

Section 2.2 Authority, Project Medical Director

The authority and powers of the Project Medical Director of the Jackson ALS System as prescribed by the Rules and Regulations of the Illinois Department of Public Health shall supersede and take precedence over any provisions of this agreement, where applicable

Section 2.3 Statutory Obligations

Nothing in this agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer.

ARTICLE III
NON-DISCRIMINATION

Section 3.1 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not to become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or the exercise of their lawful rights.

Section 3.2 Additional Prohibitions

Neither the Employer nor the Union shall discriminate against any employees in a manner which would violate any applicable laws because of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, marital status, Union activities or non-Union activities.

Section 3.3 Use of Masculine Pronoun

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it further is understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE IV
UNION CHECKOFF AND RIGHTS

Section 4.1 Dues Checkoff

While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each pay period the uniform, regular monthly union dues for each employee in the bargaining unit who has filed with the Employer a voluntary, effective checkoff authorization form.

A union member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee and shall be identified to the County by the Union in order to ease the employer burden of administering this provision. If the employee has no earnings due for that period, the Union shall be responsible for the collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed dollar amount, which will be considered the regular monthly fees once

each year during the life of this Agreement. The Union will give the Employer thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

The Employer will deduct the monthly union dental fund fee and PEOPLE contributions for each union member who by a signed separate check-off authorization form, requests participation in the union dental plan or PEOPLE Program. A union member who desires to revoke dental check-off may do so any time after one (1) year in the program.

Dues, dental insurance or PEOPLE contribution amounts so deducted shall be forwarded by the Employer within twenty (20) calendar days of the deduction to Council 31, AFSCME, together with a list of names and amounts for whom deductions have been made.

Section 4.2 Union Indemnification

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 4.3 Bulletin Boards

The Employer will make available appropriate space for the posting of official Union notices and other items pertaining to the Union at both the Carbondale, Murphysboro and Ava bases. All items posted are the responsibility and property of the Union and no items shall consist on any material that is crude, offensive, vulgar or discriminating.

Section 4.4 Union Access

Access to the Employer's premises shall be limited to two persons, of the Union's choosing, at any one time. These two individuals, however, shall not have access to the Employer's garage or any other area regulated by OSHA. The purpose of allowing access is to facilitate assist and resolve serious disputes or problems. In order to receive access, the representative must provide advance notice to the Employer Manager or his designee and make arrangements not to disrupt the work of employees on duty. The persons having access may visit with employees during their own down time if such visit does not disturb the work of any employees who may otherwise be working.

Section 4.5 Local Union Charter

The official membership charter of Local 2464 may be displayed at the Carbondale Base.

ARTICLE V

UNION SECURITY

Section 5.1 Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The Fair Share payment, as certified by the Union, shall be uniform in nature for each employee and shall be deducted by the Employer from the earnings of the non-member employees once each pay period and forwarded to Council 31, AFSCME, together with a list of names and amounts of deductions made, within 20 days of the deduction. The Union may change the fixed dollar amount, which will be considered the regular fees once each year during the life of this agreement. The Union will give the Employer thirty (30) days notice of any such change in the amount of uniform fees to be deducted. The amount constituting each non-member employee's share shall not exceed the proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions and in no event shall it be as great as the dues uniformly required of Union members.

If the employee has no earnings due for any given pay period, the Employer will be relieved of any responsibility or obligation for collection. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this fee deduction provision.

Section 5.2 Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 5.3 Notice and Appeal

The Union agrees to provide notices and appeal procedure to the employees in accordance with applicable law.

Section 5.4 Union Indemnification

The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the employer in complying with the provisions of this Article. If an improper deduction is made, the union shall refund directly to the employee any such amount.

ARTICLE VI

LABOR-MANAGEMENT CONFERENCE

Section 6.1 Labor Management Conference

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between UNION representatives (no more than 7) and responsible administrative representatives of the EMPLOYER in compliance with the Open Meetings Act or similar legislation. Such meetings may be requested at least seven (7) days in advance by either party or sooner if mutually agreed by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

1. Discussion on the implementation and general administration of this contract.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the employer which may affect the employees.
4. Discussion of either parties concerns regarding health and safety issues.

No more than 10 such meetings with the JCAS Director may be called during the life of the contract except by mutual agreement. No more than 3 such meetings with the Jackson County Board or the Committee the Board designates may be called during the life of the contract except by mutual agreement. Attendance at Labor-Management Conferences is not considered time worked by bargaining unit members.

Section 6.2 Exclusivity

It is expressly understood and agreed that such meetings be exclusive of any grievance procedure. Grievances being processed under the grievance procedure shall not be considered a

"labor-management conference" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 Definition

A Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

Section 7.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1:

An employee directly affected by a decision which he believes to be a violation of the contract, with or without a Union representative, or the Union, may present an oral grievance to the immediate supervisor directly involved in making the decision. The supervisor shall attempt to adjust the matter and shall respond to the employee in writing within ten (10) working days after such discussion. The Union shall have the right to be present during the verbal discussion and receive a copy of the supervisor's response. Any resolution of the grievance reached between the employee and his immediate supervisor shall not be inconsistent with any express terms of this agreement.

Step 2:

If not adjusted as in Step 1, and the Union wishes to appeal the grievance to Step 2, the Union shall reduce the grievance to writing and shall contain specific details including the facts of the complaint (names of involved persons, date, time and place of the alleged wrongful action), the Articles and Section alleged to be violated and the specific relief requested. Improper date or section citation shall not be grounds for denial of the grievance. The grievance shall be signed and approved by the Union Steward or Local Union officer. The grievance shall be submitted to the Director of JCAS within ten (10) working days of the response of the supervisor in Step 1. The Director shall have a meeting with the Union Steward within ten (10) days and if settlement is reached, the agreement shall be reduced to writing and signed by both parties. If no agreement is reached, the Director shall give his written answer within ten (10) working days after such meeting.

Step 3:

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred by the Union in writing to the Labor Committee Chair for assignment to the appropriate county committee, within ten (10) working days after the Directors answer in step 2. A meeting between the Committee and representative of the Union shall be scheduled within ten (10) working days after the receipt of the Unions appeal unless mutually agreed otherwise. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Labor Committee Chair, or his representative, and the Union. If no settlement is reached, the Chairman of the Jackson County Board shall give the employers written answer to the Union within ten (10) working days following the meeting.

Section 7.3 Arbitration

A. If the Union's grievance is not settled in accordance with Step 3, the Union may refer the grievance to binding arbitration within ten (10) working days after the receipt of the written answer at Step 3. However, before binding arbitration is conducted, the parties shall mutually agree to submit the dispute to at least one session of grievance mediation. The parties shall use the Federal Mediation and Conciliation Service for this. If there is a charge for the service, it shall be equally shared by the parties. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) working day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the additional right to strike three (3) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the availability of the Employer and Union representatives. All arbitration hearings shall be held in Murphysboro, Illinois (unless the parties mutually agree otherwise).

B. The arbitrator shall act in a judicial, not a legislative capacity, and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or

inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

C. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

D. Orders of the arbitration panel shall be reviewable by the Circuit Court of Jackson County, Illinois but only for reasons that the arbitration panel exceeded its jurisdiction or the order was procured by fraud, collusion or other similar or unlawful means. The pendency of such proceeding for review shall not automatically stay the order of the arbitration panel.

Section 7.4 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days of the occurrence of the event giving rise to the alleged grievance or within ten (10) working days when the employee should have known of the occurrence of the event. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employers last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each Step.

Section 7.5 Presentation and Investigation of Grievances

The presentation and investigation of grievances by the employee and Union representatives shall be conducted during non-working hours except that if the Employer schedules a meeting during the working hours of the Employee, such Employee will not lose compensation for the attendance at the meeting.

Section 7.6 Definition of Working Days

Working days shall mean 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays declared by the County Board.

Section 7.7 Pertinent Witnesses and Documents

The Union may request the presence of witnesses and/or the production of specific documents, books or papers reasonably available from the Employer and substantially pertinent to a grievance under consideration. Such request shall not unreasonably be denied and when complied with shall be subject to applicable laws, rules and regulations governing the release of information contained in such material. All costs of reproduction of the above documents and costs of replacement personnel to accommodate witnesses' testimony shall be borne by the Union.

ARTICLE VIII
WORK RULES

The employer may make reasonable changes and modifications in the work rules. Whenever the Employer changes work rules or issues new work rules, the Union will be given at least five (5) working days prior notice, absent emergency, before the effective date in order that the Union may discuss said rules with the Employer before they become effective if the Union so requests in writing. In addition, copies of new work rules will be posted by the Employer or given to affected employees before such rules take effect, with a copy given to the Union.

ARTICLE IX
DISCIPLINE and DISCHARGE

Section 9.1 Discipline

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (notice to be given in writing)
- D. Discharge (notice to be given in writing)

The employer shall not discipline or discharge any post-probationary employee without just cause. Discipline shall be imposed as soon as possible after the employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting.

Section 9.2 Loss of State/Local Licensure

While not the only basis for discharge, if, at any time, for any reason, any employee is without benefit of state licensure required by state law, for performance of duties of that employee, he shall be immediately suspended, without pay, and shall be given thirty (30) consecutive calendar days to correct the licensure problem. If the license problem is not corrected by the employee within thirty (30) calendar days, the employee shall be dismissed.

If the loss of state/local licensure was not directly related to the performance of patient care, the employee may apply for any existing vacancy for which he is fully qualified and may be given preference when the Employer fills the vacant position.

Section 9.3 Absenteeism, Tardiness or Abuse of Sick Leave

It is understood that unexcused absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action, up to and including discharge. If an employee is disciplined for unexcused absenteeism, excessive tardiness, or the abuse of sick leave, discipline shall not be set aside unless it is proven that it is arbitrary or capricious.

Section 9.4 Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in private.

Section 9.5 Pre-Disciplinary Meeting

For discipline involving suspensions and/or discharge, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to request Union representation. The employee and Union representative shall be given the opportunity in the meeting to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed upon request and when warranted.

If the employee does not request Union representation, a Union representative shall nevertheless be notified and be entitled to be present as a non-active participant at such meetings.

Section 9.6 Emergency Suspensions

Notwithstanding the language of Section 9.5 above, the employer may suspend an employee without pay and without prior notice for a period not to exceed fifteen (15) days, if the employer has probable cause to believe that the employee has committed any patient neglect and/or criminal conduct while on the job.

For purposes of this ARTICLE IX, the term "patient neglect" shall mean any action or omission by the employee, which may place any patient in jeopardy.

Not more than fifteen days following the imposition of such an emergency suspension, the employer shall conduct a pre-disciplinary meeting, in the same manner and form as described in Section 9.5, to establish just cause for the disciplinary action.

A decision shall be rendered by the employer no later than twenty-four (24) hours after said pre-disciplinary meeting is concluded. However, the union, upon request, shall be allowed up to twenty-four (24) hours to prepare a rebuttal prior to concluding the pre-disciplinary meeting.

If the employer fails to establish just cause for discipline at the pre-disciplinary meeting, then the employee shall immediately be reassigned to his regular duties and he shall be forthwith compensated for all lost regular wages and benefits and be made whole for losses incurred by reason of such emergency suspension.

Section 9.7 Investigative Interviews

An employee shall be entitled to the presence of a union representative at an investigatory interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

Section 9.8 Removal of Discipline

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from any employee's record if, from the date of the last warning or discipline, one year has passed without the employee receiving an additional warning or discipline for such offense. Such removal shall be at the request of the employee but in any case shall not be used against the employee after one year free from warning or discipline. An employee may request removal of

other reprimands after one year free from any additional warning or discipline for the same offense. Such request shall be granted if the offense is not serious in nature and not directly related to patient care but in any case shall not be used against the employee.

ARTICLE X

VACATIONS

Section 10.1 Eligibility for Vacation

Vacations are earned for service during the past year and in anticipation of further service during the coming year. Only full-time employees, Livery Van Drivers and call takers shall be eligible for and accrue vacation time.

Section 10.2 Length of Vacation

Vacation time shall be calculated from the date of hire of each employee. Employees shall earn vacation time in accordance with the following schedule:

- A. From the date of hire until the completion of forty-eight (48) months of continuous service: .038 hours per actual hour of work.
- B. From the completion of forty-nine (49) months of continuous service until the completion of one hundred eight (108) months continuous service: .058 hours per actual hour of work.
- C. From the completion of one hundred eight (108) months of continuous service until the completion of two hundred forty (240) months of continuous service: .077 hours per actual hour of work.
- D. More than two hundred forty-one (241) months of continuous service: .096 hours per actual hour of work.

Section 10.3 Accrual of Vacation Credit

Employees shall start to accumulate vacation credit upon their date of employment. However, employees may not utilize vacation time until the completion of their probationary period. Employees shall not accrue vacation leave for any pay period during which they are on layoff or

any other leave of absence without pay status, unless otherwise agreed in writing by the Employer.

Section 10.4 Use of Vacation for Other Purposes

To the extent sick leave may be exhausted, an employee may request, and if the Employer approves, use vacation leave for purposes other than taking a vacation.

Section 10.5 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 10.6 Request for Vacation

In order to assure the orderly performance and continuity of services provided by the employees in their respective job classifications, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. Requests for vacation shall be granted upon approval of the department head or employer designee, in accordance with the next section, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the employer services. Requests for vacation shall not arbitrarily be denied by the employer.

Section 10.7 Scheduling Vacations

Schedules will be issued for the entire year, but are subject to change and will be updated monthly. Requests for vacation time shall be submitted in October for the following fiscal year beginning in December. Where the employer is unable to grant and schedule vacation for all employees but is able to grant some employees such vacation, employees shall be granted vacation on the basis of seniority. The appropriate service leave form must be used, and submitted to an on duty supervisor in order for these requests to be processed. Requests for vacation after October should be submitted two weeks prior to the beginning of each month to the scheduling supervisor.

Requests made after the annual schedule is created shall be granted on a first request basis. Disputes regarding changes in the posted schedule shall be subject to administrative review by the Director after attempts have been made to resolve the dispute with the appropriate supervisor.

Part time employees that do not earn vacation, personal or sick leave will be allowed 12 regularly scheduled days off without pay during the fiscal year in accordance with the previous requirements of this section.

Section 10.8 Vacation Cancellation and Rescheduling

In the case of an emergency as determined by the Employer, the Employer may cancel and reschedule any or all approved vacation leaves in advance. In the cases of emergency, the Employer will, wherever possible and practical, attempt to recall employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first request, first granted basis.

Section 10.9 Holidays During Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, and the employee would have received the day off with pay, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 10.10 Separation From Employment

In the year in which an employee quits or is terminated the employee shall receive an unused vacation benefit prorated on the number of months actually worked.

Section 10.11 Vacation Time and Accumulation

Vacations shall be scheduled in one-week blocks except that up to one week of vacation may be scheduled in one shift increments.

If because of operating needs the Employer cannot grant an employee's request for vacation time within the twelve-month period after the expiration of the calendar year such time was earned, such vacation shall be bought back by the employer at the employee's regular hourly rate. Vacation time must be scheduled so that it may be taken no later than twelve months after the expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such period, the employer shall pay the employee for such vacation time at his regular hourly rate.

Section 10.12 Payment on Death of Employee

Upon the death of an employee, the Employer shall pay to the legal representative of the estate an amount equal to the vacation benefit due.

Section 10.13 Vacation Buy Back

An employee may cash in vacation time at a maximum of two (2) weeks each year which will be paid in the fall of each year of the agreement.

ARTICLE XI
HOLIDAYS

Section 11.1 Holidays

Employees shall receive twelve (12) holidays each year. Employees working on such days shall receive double (2) their hourly rate of pay for each holiday worked. For any holiday hours for which the employee is already receiving time and a half, he shall receive an additional 1/2 time hourly rate.

The holidays for employees shall be:

New Years Eve	Christmas Eve
New Years Day	Christmas Day
Memorial Day	Independence Day
Labor Day	Thanksgiving
Employee birthday	Day after Thanksgiving
Veteran's Day	Martin Luther King Jr. Day

Section 11.2 Unpaid Leaves or Layoff

An employee on unpaid leave or lay-off status will not be eligible for holiday pay.

Section 11.3 Holiday Work

The employee regularly scheduled to work the day on which the holiday falls, shall be the employee assigned to work the holiday.

Livery Van Drivers shall normally work holidays when services are open (dialysis). On those holidays when services are closed Livery Van Drivers shall be scheduled off with pay in accordance with Article XI of this Agreement.

Section 11.4 Holiday Eligibility Pay

To be eligible for holiday pay the employee shall work the employee's last workday before the holiday and the first scheduled workday after the holiday unless absence on any of these workdays is for good cause and approved by the Employer.

ARTICLE XII

HOURS OF WORK

Section 12.1 General Provisions

A. Work Hours for EMTP and EMTB

The normal work hours per pay period for full-time paramedic ("EMTP") and EMTB employees covered by this Agreement shall be three twelve (12) hour shifts per week. Regular shifts are defined in Appendix A.

B. Work Hours for Livery Van Drivers/Call Takers

Livery drivers and Call Takers will normally be scheduled to work two twelve (12) hour shifts per week. Shifts will be bid by employees in order of seniority. Livery Drivers and Call Takers may trade shifts in accordance with current practice and the section 12.7 of this Agreement.

Section 12.2 Work Schedules

The shifts, work days, and hours to which employees are scheduled shall be posted on the company bulletin boards. When changes in scheduling are warranted by programmatic or operational need, the Employer shall notify the union, and on timely request, negotiate with the union concerning such changes. Such negotiations shall not delay the implementation of any changes. Work Schedules (Shifts) shall be as defined in Appendix A of this Agreement.

Section 12.3 Overtime Pay

Employees covered by this agreement shall be paid one and one-half times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week. It is specifically understood by the parties that this overtime pay provision shall not apply to unauthorized work. The workweek shall be defined as seven consecutive days commencing at 07:00 hours on Saturday.

Paid time off due to sick leave, holidays, vacation or other paid leaves is not to be included as "time worked" in computing the forty hours per week requirement.

The Director or his designee shall have the right to require overtime work. The service shall first offer overtime for voluntary assignments. If no bargaining unit member accepts the voluntary overtime, then the Director or his designee may assign the overtime to any bargaining unit

member from the preceding shift. Except in cases of extreme emergency, employees shall not be required to work more than two (2) consecutive shifts.

The employer will attempt to distribute overtime in a fair and equitable manner.

If mandated by the employer, double time will be paid. Mandated double overtime does not include transfers, late calls or other assignments than run over into the next shift.

Section 12.4 Livery Van Overtime

If overtime is necessary for the operation of the Livery Van the overtime shall normally be assigned to the Livery Drivers.

Section 12.5 Miscellaneous

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 12.6 Call Back

A call-back is defined as an official request to return to work which does not continuously precede or follow an employee's regularly scheduled work hours. Employees reporting back to the Employer's premises at the Employers direction shall be compensated for two (2) hours or for actual time worked, whichever is greater, both at the overtime rate.

Section 12.7 Shift Exchange

Employees shall have the right to exchange shifts for as little as one (1) hour, when the changes does not interfere with the operation of the Ambulance service. One hour shift exchanges shall be at the beginning or end of a shift, and not in the middle; and there shall not be any incurred overtime by either employee as a result of the exchange. Trades shall be hour for hour and not subject to overtime, if either employee would work over their twelve (12) hour shift. The employee shall make a shift exchange request to the scheduling supervisor or his designee, not less than forty-eight (48) hours in advance and shall only exchange shifts with employees of the same classification and within the same pay period. The supervisor shall not unreasonable deny the exchange request. Additional cost to the Employer shall be a reasonable basis for denial.

Each employee shall be responsible for making sure that each exchanged shift is covered by one exchange employee.

Section 12.8 Utilization of Paid Benefit Time

Employees utilizing paid benefit time (I.E.: sick leave, holidays, vacation or other paid leaves) shall have such time used counted as time worked for the purposes of accruing additional paid benefit time.

However, these hours shall not be used in the calculation of a workweek for overtime in accordance with the Fair Labor Standards Act.

ARTICLE XIII
PERSONNEL FILES

Section 13.1 Employee Review

Only one personnel file shall be maintained for each employee. Employees and/or their authorized union representative, if authorized by the employee, shall have the right, upon request, to review the contents of their personnel files. Reasonable requests to copy documents in the file shall be honored.

Section 13.2 Employee Notification

A copy of any disciplinary action or Employer evaluations related to employee performance which is placed in the personnel file shall be served upon the employee. A notice shall be sent to the Local's office in Marion, Illinois.

ARTICLE XIV
SENIORITY

Section 14.1 Definitions

Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service with the Employer since the employee's last date of hire. Part-time seniority shall be computed based on the number of hours worked by the employee while on part-time status.

Section 14.2 Termination of Seniority

Seniority may, at the Employers discretion, be terminated when an employee:

- A. quits; or
- B. retires or is retired; or
- C. is laid off for a period in excess of one (1) year; or
- D. is discharged for just cause.

Section 14.3 Change to Full Time Seniority Status

When a part-time employee is transferred, promoted, or hired into a full time job classification, the date of such change shall become their effective date for full time seniority.

ARTICLE XV **FILLING OF VACANCIES**

Section 15.1 Permanent Vacancy

For the purposes of this Article, a permanent vacancy is created when the Employer determines to increase the work force and fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the Employer determines to replace the previous incumbent: termination, promotions or demotions.

- A. Posting. Notice of permanent bargaining unit vacancies shall be posted on bulletin boards at each of the workstation bulletin boards for ten (10) calendar days. Such notice shall state the position, qualifications and classification assignment and rate of pay. A copy of this posting will also be provided to the Union
- B. Filling of Vacancy. Any bargaining unit employee may apply for a vacancy if he meets the required qualifications. The Employer may also fill the vacancy from outside the bargaining unit, as the Employer deems appropriate, if the outside applicant possesses greater skill and/or ability, as reasonably determined by the Employer.

Section 15.2 Temporary Vacancy Filled by Part-Time Employees

The Employer may temporarily assign part time employees in the bargaining unit to perform the duties of a classification in an equal, lower or higher salary pay grade on the same or different shift and/or work schedule in situations and within the time limits set forth below.

The time limits, if applicable, for filling a temporary vacancy are set forth in this section in terms of workdays or calendar months. The time limits set forth herein may be extended by mutual agreement of the parties:

- A. While the Employer posts and fills a permanent job vacancy for a period of 30 days from date of posting.
- B. While the absent incumbent is on scheduled absence.

- C. While an absent incumbent is utilizing sick leave or accumulated time (vacation, holidays, and personal days).
- D. While an employee is off as the result of a work-connected injury or disease.
- E. Up to 30 workdays in a six-month period while the employee entitled to work in that position classification is on layoff or on disciplinary suspension.
- F. While the absent employee is attending required training classes.
- G. Up to 6 months while an employee is on approved leave.
- H. Up to 30 workdays in a 12-month period for other leaves or where there is a temporary change in workload, or other reasonable work related circumstances.
- I. Except in cases of temporary assignments of less than 30 days, when the Employer assigns an employee to a position, the assigned employee shall receive the rate of pay for the vacant position or his regular rate of pay whichever is greater.

Section 15.3 Temporary Vacancy Filled by Full-Time Employees

In the event that a temporary vacancy as noted above in Section 15.2 cannot be filled by a part-time or on-call employee, the employer will post the vacancy noting the classification required and any full time employee may volunteer to fill the vacancy at the posted rate. If there are no volunteers by the required date noted on the posting, the employer may assign the vacancy to the least senior qualified employee available on a rotating basis.

Section 15.4 Shifts and Work Locations

Schedules will be issued for the entire year, but are subject to change and will be updated monthly. Employees may submit in writing a shift preference in October of each year for the following fiscal year. Attempts will be made to honor those requests based on seniority, however, operational need will supersede any requests.

If a vacancy occurs after the schedule is created for the year, that vacancy will be filled "as is" unless an operational need mandates otherwise. The employer reserves the right to alter the schedule, and assign all work locations at anytime throughout the year due to changes in operational need.

ARTICLE XVI
LAYOFF and RECALL

The Employer in his discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for reduction in services and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- A. Probationary employees within the affected classification.
- B. In the event of further reductions in force, employees will be laid off from the affected classification in reverse order of their seniority and with ability to perform the remaining work available without further training. An employee laid off in one classification may replace a less senior employee in another classification, if and only if the laid off employee is immediately and fully qualified to perform the job with no training or certification. If not immediately and fully qualified to perform work of a less senior employee, no replacement rights are available. The hourly rate shall be that of the less senior employee.

Employees who are laid off shall be placed on a recall list for a period of one year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. If an employee is recalled to a position in the same position classification and refuses it, such refusal shall terminate all further recall rights.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Director of JCAS of his intention to return within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the employer of his latest mailing address.

ARTICLE XVII
LEAVES OF ABSENCE

Section 17.1 General Leave

- A. Employees covered by this Agreement may request in writing a leave of absence from the Director of JCAS who may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such periods he sees fit, not to exceed six (6) months. Leaves of absence shall not be granted to employees if such leave would interfere with continuous provision of service or have a negative economic impact on Employer. In no case shall leaves be granted to accept remunerated employment elsewhere except employment in the service of AFSCME as a representative or officer with the International, State or Local Organization.

Employees may request a general excused absence/no pay of (EANP) for individual shifts, twelve (12) hours in advance, by submitting a leave request form to the on duty supervisor. Such leaves shall be limited to two (2) per pay period. Negative economic impact on the Employer or the inability to find voluntary coverage for such absence shall be considered reasons for denial.

- B. As a condition to such leave being granted, the employee will retain only the right to be appointed to the first vacancy for the last position held and only if still qualified by certification and approved by the project Medical Director.

Section 17.2 Military Leave

Military leave shall be granted in accordance with applicable state and federal laws. Employee(s) must submit written verification to the Employer stating where, when and how long the duty assignment is. Such notices shall be given to the Employer as soon as the orders are received by the employee(s).

Section 17.3 Substantiation of Leave of Absence

The Employer may require substantiation of any leave of absence or request for leave of absence.

Section 17.4 Effect of Intervening Layoff

If, upon the expiration of a leave of absence, there is no work available for an employee, and if the employee would have been laid off according to the layoff procedure except for leave of absence, then the employee shall go directly on layoff.

Section 17.5 Medical Examinations

In cases of leaves of absence which are for more than thirty days in length, the Employer may require a medical examination for an employee granted such leave and may require such an examination before reinstatement of the employee.

Section 17.6 Regualification After Leave

Employees returning after a leave of absence of more than thirty (30) days must be able to qualify for the job under the existing position standard of the Employer, and their compensation shall be at the then prevailing rate.

Section 17.7 Failure To Return From Leave Of Absence

An employee who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service.

Section 17.8 Payment of Insurance Premium

In any instance, under any article in this Agreement, where the employee continues to receive health insurance benefits but no wages, the employee is responsible for paying their employees share of the group health insurance. Failure to make such payments terminates one from the group insurance.

Section 17.9 Funeral Leave

A. In the event of a death in his immediate family, an employee may request and may be granted a leave of absence without loss of pay for up to thirty-six (36) consecutive regularly scheduled work hours. (Part-time employees shall receive the same benefits prorated to their regularly scheduled hours).

B. The employee's immediate family shall be defined as: spouse, child, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren. Employees may request authorization for funeral leave other than those listed above.

C. To be eligible for funeral leave, the employee must actually attend the funeral.

Section 17.10 Jury Duty

An employee summoned to jury duty will be excused from his work for the required period necessary to perform this duty. The county shall pay the difference between the pay for jury duty and normal compensation.

Section 17.11 Attendance in Court

Any employee required (subpoenaed or at Employers request) to attend Court or legislative proceedings which arise out of duties performed as a County employee shall have the time spent compensated as hours worked. In no instance shall this section apply to suits or claims filed against the Employer by the Union or an employee unless attendance at the hearing is requested by the Employer.

Section 17.12 Voting Time

An employee who is scheduled to work the entire time the polls are open may request a special leave, not to exceed the time it would take to vote, and such request shall not be unreasonably denied.

Section 17.13 Personal Leave

Employees shall earn Personal Leave at the rate of .00825 for each hour of work. Personal Days may be used for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Personal Leave may be used in six (6) hour increments. Any accumulated Personal Leave, in excess of four hours, not used by the following December 1, of when it was earned shall be forfeited.

Section 17.14 Family and Medical Leave

All employees covered by this Agreement shall be entitled all provisions of the Family and Medical Leave Act. Employees will be required to use all accrued leave concomitant with leave under this Section.

ARTICLE XVIII

SICK LEAVE and DUTY INJURY LEAVE

Section 18.1 Sick Leave Accumulation Rate

Each full-time employee and livery van driver of the Employer covered by this Agreement shall be entitled to accumulate sick leave at the rate of .046 for each actual hour of work.

Section 18.2 Sick Leave Eligibility Requirements

Employees shall start to accumulate sick leave as of their date of employment, and shall be eligible for said sick leave absences once they have completed their probationary period. Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absence which are of at least 30 days duration.

Section 18.3 Sick Leave Utilization Requirements

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

A. Personal Illness or Disability:

Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

B. Family Illness or Disability:

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a human member of their immediate family or household which requires the employees personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

C. Maternity, Medical and Extended Duty Injury Leave:

1. Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave (if the employee is in fact unable to work due to pregnancy), approved medical leave, and approved extended duty injury leave.
2. If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness or disability (documented by a physician's statement) will be granted a leave of absence without pay for up to six (6) months. To return to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional leave time may be requested by the employee.

Section 18.4 Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken. Sick leave may be taken in six (6) hour increments.

Section 18.5 Duty Injury Leave

A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.

Section 18.6 Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify their shift supervisor.

Employees who are requesting paid sick leave, in accordance with Section 18.3 (A) (Personal Illness or Disability) above, shall notify or cause notification to be made to their Shift Supervisor, at least two (2) hours before the time specific for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their Shift Supervisor immediately.

In the event no sick leave notification is made thirty (30) minutes prior to the start of the workday, the employee's supervisor shall consider and handle the employee's absence as an absence without pay and discipline may be imposed unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Director of the Ambulance Service.

Section 18.7 Sick Leave Certification and Approval

If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to the reason set forth in Section 18.3 (Sick Leave Utilization Requirements) above. In any case,

such certification must be presented whenever sick leave is requested for more than 36 consecutive hours.

If the Employer demands an additional form of proof, different than that was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services.

Section 18.8 Sick Leave Release

Any employee who is sick or disabled for 36 consecutive work hours may be required, at the Employer's discretion, to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the employee's Shift Supervisor before the employee will be permitted to return to work. The Employer may also require, at its discretion, that an employee takes a medical physical as set out in Section 18.7 above. If the Employer requests a medical physical, he may give the employee leave with pay until the report from the medical physical is received.

Section 18.9 Reimbursement of Other Remuneration

Any employee injured or incurring an illness as the result of non-JCAS employment, or as a result of contracted work, who is injured or incurs an illness in the course of said employment, and who receives remuneration for lost income for said injury or illness from whatever source, shall forthwith transmit said remuneration to the County through the Treasurer's Office.

Section 18.10 Carry Over

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave accumulated prior to the effective date of this Agreement.

Section 18.11 Bonus for Non-Use of Sick Time

Any employee who has not utilized any sick leave for any consecutive twelve (12) month period shall receive a \$100.00 cash bonus payable in December of each year.

ARTICLE XIX

PROBATION AND PROBATIONARY EMPLOYEES

Section 19.1 Newly Hired and Rehired Employees

Each newly hired or rehired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary

period of 6 months of actual work (any breaks in service if longer than one week shall not be included in the calculation of time worked). The Employer may extend a probationary period for an additional 6 months at its discretion. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Employer.

Section 19.2 Transferred and Promoted Employees

Any full-time or part-time who is transferred (other than on a temporary basis) or promoted becomes a special probationary employee upon the date of the transfer or promotion, and remains so until they have successfully completed a special probationary period of three 3 months (any breaks in service if longer than one week shall not be included in the calculation of time worked).

The Employer may extend a probationary period for 3 additional months at its discretion. For the purpose of this Agreement special probationary employees who are in the job classifications as set forth above and who are employed on a regular full-time or part-time basis, shall be considered as and entitled to all benefits of non-probationary members of the bargaining unit except "just cause" is not required to remove employee from the new position. If the special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job within the special probationary period, the Employer may at his sole discretion return the employee to his former position classification.

ARTICLE XX

MISCELLANEOUS

Section 20.1 Drivers License

Employees shall be required, as a condition of employment, to obtain and maintain a Class "D" Driver's License. Employees shall be required to verify they have a valid driver's license at the beginning of each shift.

Section 20.2 Medical Examinations

In the interest of public safety and in accordance with other health requirements, the Employer, when there is reasonable evidence to support the request, may require an employee to take a physical examination and shall compensate the employee for the examination time at the appropriate rate. The cost of said examination will be borne by the Employer. The examination shall be done by a physician of the employee's choice, selected from a mutually agreed to list of physicians. The results of said examination shall be furnished to an employee upon his request.

Section 20.3 Telephone

All employees shall be required, as a condition of continuing employment, to obtain and maintain an operating telephone in their place of residence. Employees shall report any changes in their telephone numbers to their supervisor within five (5) calendar days.

Section 20.4 Outside Employment

In the event an employee accepts employment by an employer or employers other than the Jackson County Ambulance Service which conflicts with his work schedule or would affect the performance of his duties under terms of this Agreement, his employment by the Jackson County Ambulance Service shall be terminated automatically.

Section 20.5 Inoculation and Immunization

The Employer agrees to pay all expenses for inoculations or immunization shots for employees, when such becomes necessary as a result of employee exposure to contagious diseases, where the employee has been so exposed in the line of duty.

Section 20.6 Reimbursement For Damaged Items

Employees shall be reimbursed for cost of watches, (up to a value of \$25.00) prescription eyeglasses or contact lenses which have been destroyed or damaged in the proper exercise of duty directly related to patient care. In no event shall the reimbursement be more than \$150.00.

Section 20.7 Kitchen Facilities

The employer will provide appropriate kitchen facilities at each station, including a stove, refrigerator and microwave oven. Employees shall eat lunch at either the assigned Station, the Jackson County Nursing Home or St. Joseph Hospital, if assigned to Murphysboro or the Carbondale Memorial Hospital if assigned to Carbondale or at establishments preapproved by the Employer, during their shifts as long as no alcohol is served.

Section 20.8 Transportation of Food in Ambulances

Employees shall be permitted to transport food in the cab area of ambulances. No food shall be transported in the patient care area for any reason. In the event OSHA/IDOL issues interpretations or additional memorandums regarding transportation of food and/or beverage in ambulances which conflict with the above policy, the parties shall immediately meet to negotiate and attempt to agree upon a substitution to the invalidated sections(s) of this Agreement, in accordance with Article XXIX. Provided, however, nothing shall prevent the Employer from unilaterally implementing such changes consistent with the interpretations.

Section 20.9 Event Coverage

To the extent possible, at least one Paramedic shall be assigned, to each event to be covered. For purposes of this Section 20.9, "event" shall be defined as a client request for ambulance services, but does not include such public relations activities which are voluntary in nature.

Section 20.10 Accumulated Benefit Time

The Employer shall provide to employee, on the fifth (5th) day of each month, the total number of hours used and accumulated for all sick, personal, vacation and holiday time. This information shall be current up to the ending date of the last pay period.

ARTICLE XXI
MAINTENANCE OF STANDARDS

All economic benefits which are not set forth in this agreement and are currently in effect shall not be decreased or diminished for the term of this agreement.

ARTICLE XXII
CLOTHING ALLOWANCE

A clothing allowance account will be established for each full time employee for the purpose of obtaining approved uniform items as well as consideration for no longer issuing direct reimbursements for text messaging. The account will be funded with a \$550.00 credit in May of each year after the completion of the first full year of full time employment. Each account may carry over up to \$100.00 of unspent funds to be applied to the next year's account balance, so no account balance may exceed \$650.00. At no time will the balance of any account be paid directly to any employee for any reason.

Employees may only obtain uniform items as defined in the Jackson County Ambulance Uniform Policy. Orders for uniform items will be submitted to the appropriate supervisor and will be purchased by the Employer on behalf of the Employee from the established list of vendors to insure the quality of the items. Orders will be placed by the Employer on a monthly basis to the established vendors and the dollar value of the items ordered will be debited from the Employee's balance in the same month that the order is placed. Delays due to current availability of ordered items (back order) shall not be deemed as a violation of this Article.

Part-time employees will receive a uniform account balance pro-rated to the average hours worked in the previous fiscal year, up to the full time employee balance limits, with no additional reimbursement for text messaging.

ARTICLE XXIII

RATE OF PAY

Section 23.1 Wages

Effective upon execution of this agreement, wage rates for the classifications covered by the terms hereof are as follows:

<u>Part-Time</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Basic	\$10.30	\$10.61	\$10.72	\$10.82
Paramedic	\$19.41	\$19.99	\$20.19	\$20.39
Livery Van	\$ 9.89	\$10.18	\$10.29	\$10.39
Call-taker	\$10.92	\$11.25	\$11.36	\$11.47
 <u>Full-Time</u>				
Basic	\$14.94	\$15.38	\$15.54	\$15.69
Paramedic	\$19.41	\$19.99	\$20.19	\$20.39
EMTB On Call	\$30.00/First Call (Per 12-Hour Shift)			
	\$30.00/Subsequent Calls (Per 12-Hour Shift)			
EMTP On Call	\$50.00/First Call (Per 12-Hour Shift)			
	\$30.00/Subsequent Calls (Per 12-Hour Shift)			

Employees shall be compensated at the EMTB or EMTP level based solely upon their respective licensure, and approval by the Jackson County Ambulance Service Medical Director to function at that level of licensure.

The pay period for such salaries shall be the same as it is for other county employees, as will pay days. In the event that the regularly scheduled payday is a holiday, as hereinafter defined, the preceding day will be payday.

Employees shall receive a cash bonus (does not become a permanent part of their salary or wages) for each seniority milestone as set forth below:

On the completion of the fifth year of continuous employment at the JCAS - \$750.00
On the completion of the tenth year of continuous employment at the JCAS - \$1,000.00
On the completion of the twentieth year of continuous employment at the JCAS - \$1,250.00

Section 23.2 Training and Continuing Education

Three (3) certification classes will be paid by Jackson County Ambulance Service, including labor time while at the classes. Example: ACLS, ITLS, PHTLS, PALS, or PEP.

Two (2) hours each month of Continuing Education will be provided by Jackson County Ambulance Service while employee is on duty.

ARTICLE XXIV

INSURANCE

The Employer agrees to provide employees with the same paid medical insurance provided to all county employees. Employees shall pay forty dollars (\$40) each month for the health insurance provided by the County, plus the cost of any dependent coverage. Employees shall also pay any additional amounts for dental and vision insurance offered by the County. Any increase in the employees' contribution shall be negotiated.

Health, dental and vision insurance is only available to full time employees and their dependents.

Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage and receive a payment of \$100.00 for each month they waive coverage. This shall be paid retroactively semi-annually. Should the employee lose the alternative coverage, he/she may rejoin the County plan at any time; and lost the stipend. Rejoining, however, shall be subject to the rules and requirements in place that may preclude an employee from rejoining in certain circumstances.

ARTICLE XXV

NO STRIKE, NO LOCKOUT

Section 25.1 No Strike

During the term of this Agreement, neither the union nor any representative of the union will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, slow-down, speed-up or other concerted refusal to perform duties by any employees or employee

group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the employer.

Section 25.2 Discipline

The employer has the right to discipline, up to and including discharge, those employees for violating the provisions of this article.

Section 25.3 No Lockout

During the term of this agreement neither the employer nor its agent for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement

ARTICLE XXVI
SUBCONTRACTING

The Employer shall not contract out or subcontract any work presently being performed by bargaining unit employees during the term of this agreement unless negotiated and agreed upon by the parties.

ARTICLE XXVII
SUCCESSORSHIP

Should the Employer during the term of this contract sell or lease all or part of its operations that are covered by this Agreement, then the purchaser or lessee shall be informed of the exact terms of this agreement and the sale or lease shall be conditional on the purchaser or lessee assuming all of the obligations of this Agreement until its expiration date, at which time a new Agreement will be negotiated between the Union and the new Employer.

ARTICLE XXVIII
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining as defined by 5 ILCS 315/7 and not excluded by 5

ILCS 315/4, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

However, the employer agrees that during the period of this agreement, it shall not unilaterally change any bonafide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit without prior consultations and negotiations with the union. Where past practices conflict with the express terms of the contract, the contract will prevail. In order to qualify as a bonafide past practice, such practice must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a period of time as a fixed and established practice accepted by both parties.

ARTICLE XXIX

AUTHORITY OF THE CONTRACT

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate and attempt to agree upon a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXX

NOTICE TO THE UNION AND EMPLOYER

Section 30.1 Notices to the Union and Employer

Notices hereunder shall be deemed to have been adequately given if served by certified mail, return receipt requested, upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

AFSCME Council 31
615 S. 2nd Street, P. O. Box 2328
Springfield, Illinois 62705-2328

and

Jeremy Noelle, Staff Representative
AFSCME Council 31
3909 W. Ernestine Drive, Suite 2
Marion, Illinois 62959

NOTICES TO THE EMPLOYER SHALL BE ADDRESSED TO:

Director, Jackson County Ambulance
P. O. Box 328
520 N. University
Carbondale, Illinois 62903

Section 30.2 Employee Notice to Employer

Employees shall notify their supervisor in writing, within seven (7) calendar days, of any changes in address, telephone number, name or exemption claims for withholding tax.

The Union agrees to furnish the Employer with an up-to-date list of all of its officers and to immediately notify the Employer of any changes thereto.

**ARTICLE XXXI
OUT OF TITLE WORK**

In the situation of the supervisor's absence, employees temporarily assigned to perform the work of a higher paying title shall be paid the hourly rate of the higher title for all hours of worked performed in that higher title.

Any employee who meets the minimum qualifications and wishes to fill an open supervisory shift may fill out an application and return it to the Director. After the application process the Director will select a pool of qualified applicants who will be used as "Out of Title" supervisors as needed.

Any employees who are chosen through the application process will attend a one (1) day training session to obtain the necessary information regarding what is expected of them during the shift in which they may be chosen supervisor. Employees working as an "Out of Title" supervisor will be expected to follow the standard rules and regulations as outlined in their training session. Not following these rules and regulations may subject the employee to discipline. No bargaining unit

employee assigned as a supervisor shall discipline other bargaining unit employees, nor shall they have access to personnel files or other confidential material.

Employees may not be mandated to take these assignments. All assignments must be expressly made by the Employer.

ARTICLE XXXII

DRUG AND ALCOHOL TESTING

The County may require an employee to submit immediately to a urine and or blood test where an employee is involved in an on duty vehicular accident. There shall be no random or unit-wide mandatory testing.

The County also reserves the right to require a drug/alcohol test of all applicants seeking to be hired into the bargaining unit.

The County shall use only the Carbondale Memorial Hospital, St. Joseph's Hospital or other laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the County; only GC/MS confirmatory test results will be reported to the County. If the County, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the County shall provide an employee with a copy of any test results which the County receives with respect to such employee. The County shall be liable for the costs of any tests conducted at the County's discretion.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the

portion of the tested sample leaves the clinical laboratory selected by the County, the County shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The use, sale, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the County (except as required in the line of duty), abuse of prescribed drugs; consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .05%) shall be cause for discipline, including termination, in accordance with Article IX (Discipline and Discharge) of this Agreement, provided, however, that an employee will not be subject to discipline on the first occasion of being tested positive for being under the influence of alcohol while on duty, but will instead be required, as a condition of continued employment, to successfully complete an appropriate alcohol abuse treatment program. While all such disciplinary issues shall be subject to the exclusive jurisdiction of the Employer, all issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the County as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one year following successful completion of an employee assistance/treatment program. The County's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the County's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Nothing in this Section shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug abuse.

ARTICLE XXXIII
TERM OF AGREEMENT

This Agreement shall be effective from the date of execution, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless a notice of termination, or a request to bargain a successor agreement is given in writing by certified mail by either party no sooner than ninety (90) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

APPENDIX A

WORK SCHEDULES

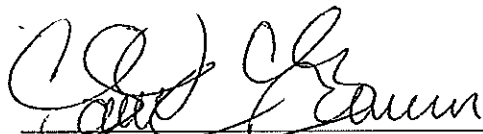
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P-1	7a – 7p	Mon, Tue, Wed
P-2	7a – 7p	Sun, Mon, Tues
P-3	7a – 7p	Tue, Wed, Thu
P-4	7a – 7p	Thu, Fri, Sat
P-5	7a – 7p	Fri, Sat, Sun
P-6	7a – 7p	Wed, Thu, Fri
P-7	7a – 7p	Sat, Sun, Mon
P-8	7p – 7a	Mon, Tue, Wed
P-9	7p – 7a	Sun, Mon, Tue
P-10	7p – 7a	Tue, Wed, Thu
P-11	7p – 7a	Thu, Fri, Sat
P-12	7p – 7a	Fri, Sat, Sun
P-13	7p – 7a	Wed, Thu, Fri
P-14	7p – 7a	Sat, Sun, Mon
P-15	7a – 7p	Tue, Wed, Thu
P-16	7p – 7a	Tue, Wed, Thu
P-17	7a – 7p	Sun, Mon, Fri
P-18	7a – 7p	Thu, Fri, Sat
P-19	7p – 7a	Sun, Mon, Fri
P-20	7p – 7a	Thu, Fri, Sat
P-21	7a – 7p	Mon, Tue, Wed
P-22	7p – 7a	Mon, Tue, Wed
P-23	9a – 9p	Mon, Tue, Thu
P-24	9a – 9p	Mon, Tue, Fri


SIGNATURE PAGE

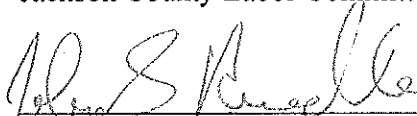
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this 9th
day of OCTOBER, 2015.

FOR THE EMPLOYER;

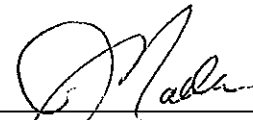

Derek Misener, Director, JCAS



Dan Brenner, Asst. States Attorney
Jackson County

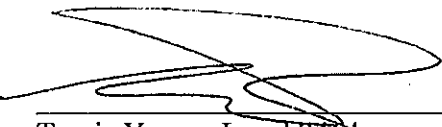

Keith Larkin, Chairman
Jackson County Labor Committee



John S. Rendleman, Chairman
Jackson County Board

FOR AFSCME COUNCIL 31;


Jeremy Noelle, Staff Representative
AFSCME Council 31


Matthew Whalen, Local 2464


Travis Young, Local 2464


Gary Bartlow, Local 2464